

)	Chapter 11
In re:)	
)	Case No. 18-50757 (AMK)
FIRSTENERGY SOLUTIONS CORP., <i>et al.</i> , ¹)	(Jointly Administered)
)	
Debtors.)	
)	Hon. Judge Alan M. Koschik
)	

PLEASE TAKE NOTICE that, on August 26, 2018, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Motion of Debtors to Approve Settlement Among the Debtors, Non-Debtor Affiliates and Certain Other Settlement Parties Pursuant to 11 U.S.C. §§ 105, 363, 365 and 502 and Rule 9019 of the Federal Rules of Bankruptcy Procedures* [Docket No. 1224] (the “Motion”)² with the United States Bankruptcy Court for the Northern District of Ohio (the “Court”).

PLEASE TAKE FURTHER NOTICE that in accordance with the Motion attached hereto as **Exhibit B** is a copy of the Separation Agreement.

PLEASE TAKE FURTHER NOTICE that this Notice, including the Amended SSA and Separation Agreement, and all other documents filed in these chapter 11 cases are available free of charge by visiting the case website maintained by the Debtors' notice and claim agent, Prime Clerk LLC, available at <http://cases.primeclerk.com/fes>. You may also obtain copies of any pleadings by visiting the Court's website at <https://www.ohnb.uscourts.gov> in accordance with the procedures and fees set forth therein.

² Capitalized terms used but no otherwise defined herein shall have the meanings ascribed to them in the Motion.

Dated: September 14, 2018

Respectfully submitted,

/s/Kate M. Bradley

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Exhibit A

Amended SSA

AMENDED AND RESTATED SERVICE AGREEMENT

This Service Agreement (this "Agreement")¹ is entered into as of the __th day of September, 2018, by and between each of the companies listed on the signature page hereto (each a "Client Company" and, collectively, the "Client Companies"),² and FirstEnergy Service Company, an Ohio corporation ("Service Company").

WHEREAS, Service Company is a direct wholly-owned subsidiary of FE Corp., a holding company under the Act;

WHEREAS, Service Company has been formed for the purpose of providing administrative, management and other services to FE Corp. and its associated companies, including each Client Company;

WHEREAS, on June 1, 2003, Service Company entered into the FENOC Shared Services Agreement with FENOC and GPU Nuclear, Inc. (not a Client Company);

WHEREAS, on April 25, 2011, Service Company entered into the FES Shared Services Agreement, with FES, FG, on behalf of itself and its subsidiaries, and NG (each of which are Client Companies);

WHEREAS, on the Petition Date, each of the Client Companies commenced voluntary chapter 11 cases under the Bankruptcy Code in the Bankruptcy Court, where they have been consolidated for procedural purposes only and are captioned *In re FirstEnergy Solutions Corp., et al.*, Case No. 18-50757 (Bankr. N.D. Ohio) (the "Bankruptcy Cases");

WHEREAS, on August 26, 2018, the FE Non-Debtor Parties, each of the Client Companies, certain of the Client Companies' creditors, and the Committee, entered into a settlement agreement (the "Settlement Agreement");

WHEREAS, pursuant to Section 2.5 of the Settlement Agreement, Service Company agreed to: (a) enter into an Amended SSA (as defined in the Settlement Agreement) with the Client Companies and; (b) that such Amended SSA would (i) amend and restate the Shared Services Agreements and (ii) contain certain provisions enumerated in Section 2.5 of the Settlement Agreement; and

WHEREAS, each Client Company believes that it is in its interest to enter into an arrangement whereby Client Company may agree to purchase such administrative, management and other services from Service Company as such Client Company may choose at cost as determined in accordance with this Agreement and the Act;

¹ Capitalized terms used herein shall have the meanings given to them in Section 1.1 of this Agreement.

² For the purposes of this Agreement, the term "Client Companies" refers to such entities both before and after they emerge from chapter 11 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 General. As used in this Agreement, the following capitalized terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Act" means the Public Utility Holding Company Act of 2005, as amended.

"AE Supply" means Allegheny Energy Supply Company LLC, an FE Non-Debtor Party.

"AE Supply Shared Services Agreement" means that certain Service Agreement, dated February 25, 2011, among Service Company and AE Supply, among others.

"Allocation Methods" has the definition ascribed to it in Exhibit A.

"Amended SSA Termination Date" means the earlier of (i) 30 days after receipt by the Client Companies of a written notice of payment default under this Agreement, if the Client Companies have not cured such default before such date or (ii) June 30, 2020; provided, however, that the Client Companies shall have the right to terminate this Agreement on 90 days' prior written notice to Service Company.

"Bankruptcy Code" means title 11 of the United States Code, as applicable to the Bankruptcy Cases.

"Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Ohio.

"Business Separation Agreement" means that certain Separation Agreement, executed contemporaneously herewith, among the Client Companies, FE Corp., Service Company and OE.

"Committee" means the Official Committee of Unsecured Creditors appointed in the Bankruptcy Cases on April 11, 2018, as it may be constituted from time to time.

"Cost Center" means a unique unit of organization in the SAP System of Record, set up and maintained by the Service Company, for the purpose of capturing Service Company's direct and indirect costs incurred by area of organizational responsibility. For the avoidance of doubt, the Client Companies shall not be charged under this Agreement for any Cost Centers that are not utilized by Service Company to allocate costs to the Client Companies.

"Cost Center Notice" means a written notice informing the Client Companies of the creation or closure of a Cost Center.

“Fairmont Corporate Center” means that certain corporate center utilized by the Client Companies, located at 5001 Nasa Blvd., Fairmont, WV 26554.

“FE Corp.” means FirstEnergy Corp., an FE Non-Debtor Party and the ultimate parent of Service Company and each of the Client Companies as of the date hereof.

“FE Non-Debtor Parties” means, collectively, the Client Companies' non-debtor affiliates, including FE Corp. and Service Company.

“FENOC” means FirstEnergy Nuclear Operating Company, a Client Company.

“FENOC Shared Services Agreement” means that certain Service Agreement, dated June 1, 2003, by and among Service Company, FENOC and GPU Nuclear, Inc. as the same has been or may be subsequently modified, amended, supplemented, or otherwise revised from time to time, and together with all instruments, documents, and agreements related thereto.

“FES” means FirstEnergy Solutions Corp., a Client Company.

“FES Shared Services Agreement” means that certain Service Agreement, dated April 25, 2011, by and among Service Company, FES, FG on behalf of itself and its subsidiaries, and NG, as the same has been or may be subsequently modified, amended, supplemented, or otherwise revised from time to time, and together with all instruments, documents, and agreements related thereto.

“FG” means FirstEnergy Generation, LLC, a Client Company.

“Functional Group” means the mutually agreed upon groupings of services (e.g., Treasury, Tax, Recruiting, Mobile Maintenance) described in Exhibit A hereto, which include both direct and indirect billing functions.

“[...] Functional Group” means a specific Functional Group as more fully described in Exhibit A.

“Greensburg Corporate Center” means that certain corporate center utilized by the Client Companies, located at 800 Cabin Hill Dr., Greensburg, PA 15601.

“Morristown General Office” means that office space utilized by Client Companies, located at 300 Madison Ave., Morristown, NJ 07960.

“NG” means FirstEnergy Nuclear Generation, LLC, a Client Company.

“Notice of Reduction” means a written notice delivered by the Client Companies to Service Company, pursuant to Section 5.1 of this Agreement, informing Service Company of the Client Companies' decision to reduce the levels of services provided for under this Agreement.

“OE” means Ohio Edison Company, an FE Non-Debtor Party.

“Personnel” means the individuals and entities described in Section 3.1.

"Petition Date" means March 31, 2018.

"Pleasants Amendment" means the amendment to this Agreement described in Section 6.1 of this Agreement.

"Pleasants Closing Date" means the date on which the Pleasants Power Plant is transferred to the Pleasants Purchaser following the satisfaction of the applicable conditions (or waiver by the party entitled to waive such conditions) to the transfer of ownership of the Pleasants Power Plant to the Pleasants Purchaser set forth in the Pleasants Purchase Agreement.

"Pleasants Power Plant" means the 1,300 megawatt power plant located in Willow Island, West Virginia and currently owned by AE Supply.

"Pleasants Purchase Agreement" means that certain Asset Purchase Agreement, to be executed prior to the Plan Effective Date, among AE Supply, as seller, and the Pleasants Purchaser, as buyer for the Pleasants Power Plant, which agreement shall otherwise be reasonably acceptable to the Parties.

"Pleasants Purchaser" means the entity designated by the Client Companies to be the buyer under the Pleasants Purchase Agreement. The Pleasants Purchaser shall either be a: (a) Client Company; (b) newly created special purpose entity, 100% of the equity of which shall be owned by one or more of the Client Companies, or (c) third-party purchaser designated by the Client Companies, with the consent of the Committee and the Supporting Parties, such consent not to be unreasonably withheld.

"Pottsville Pike Facility" means that certain facility, utilized by the Client Companies, located at 2800 Pottsville Pike, Reading, PA 19605.

"SAP System of Record" means the Systems, Applications and Products in Data Processing system maintained and controlled by Service Company.

"Services" means the certain administrative, management, or other services that Service Company will provide to each Client Company. Exhibit A hereto lists and describes all of the Services that Service Company will provide to the Client Companies.

"Settlement Agreement" means that certain Settlement Agreement, among the FE Non-Debtor Parties, each of the Client Companies, certain of the Client Companies' creditors, and the Committee, approved by the Bankruptcy Court on September [25], 2018, pursuant to an order located at Docket No. [XXXX] of the Bankruptcy Cases.

"Shared Services Agreements" means, collectively, the FES Shared Services Agreement and the FENOC Shared Services Agreement.

"Subsidiaries" means the Client Companies and the FE Non-Debtor Parties, other than FE Corp.

"Wadsworth Facility" means that certain facility, utilized by the Client Companies, located at 9861 Silvercreek Rd., Wadsworth, OH 44281.

“West Akron Campus” means that certain corporate campus, utilized by the Client Companies, located at 341 White Pond Drive, Akron, OH 44320.

Section 1.2 Interpretation.

(a) References. References to any “Appendix,” “Article,” “Exhibit,” “Schedule,” or “Section,” without more, are to Appendices, Articles, Exhibits, Schedules, and Sections to or of this Agreement.

(b) Headings. The section headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

(c) Word Usage. Except where the context clearly requires to the contrary, (i) instances of gender or entity-specific usage (e.g. “his,” “her,” “its,” or “individual”) shall not be interpreted to preclude the application of any provision of this Agreement to any individual or entity; (ii) words in the singular shall include the plural and words in the plural shall include the singular; (iii) the word “or” shall not be applied in its exclusive sense; (iv) “including” shall mean “including, without limitation,” and “including, but not limited to”; and (v) accounting terms not defined shall have the meanings assigned to them in accordance with the United States’ generally accepted accounting principles.

(d) Law. Unless otherwise provided herein, references to Laws means such Laws as in effect at the time of determination (taking into account any amendments, extensions, or supplements thereof effective at such time without regard to whether the amendments, extensions, or supplements were enacted or adopted after the date of this Agreement) and includes all successor Laws.

(e) Currency. References to “\$,” “cash,” or “dollars” means the lawful currency of the United States.

(f) Jurisdiction. The word “federal” refers to laws, agencies, or other attributes of the United States (and not to any State or locality thereof). The meaning of the terms “domestic” and “foreign” shall be determined by reference to the United States.

(g) Dates and Time. References to “days” means calendar days. All dates and times specified in this Agreement are of the essence and shall be strictly enforced.

ARTICLE II

SERVICES

Section 2.1 Services. Service Company agrees to provide the Services as described in Exhibit A to the Client Companies.

Section 2.2 Third Parties. Nothing in this Agreement shall be construed as an agreement by Service Company or any of the FE Non-Debtor Parties to provide any transition services to any third-party buyers of the Client Companies' assets unless otherwise expressly

agreed to in writing by the applicable FE Non-Debtor Party, which may agree or disagree in its sole discretion for any reason.

Section 2.3 Services Standard. Subject to Article V, Service Company, either by itself or through its Personnel, shall, during the term of this Agreement, provide to the Client Companies the Services with commercially reasonable standards and at least at the level required for the Client Companies to operate their businesses in the ordinary course. For the avoidance of doubt, Service Company is not required to provide any services beyond what is commercially reasonable if an extra-ordinary event were to occur. Further, Service Company shall, or shall cause its Personnel to, perform the Services in good faith and in compliance with all applicable requirements of law.

ARTICLE III

PERSONNEL

Section 3.1 In order to provide the Services, Service Company will employ executive officers, accountants, financial advisers, technical advisers, attorneys and other persons with the necessary qualifications. If necessary, Service Company may also arrange for the services of nonaffiliated experts, consultants, attorneys, or contractors in connection with the performance of any of the Services provided under this Agreement.

ARTICLE IV

COMPENSATION AND ALLOCATION

Section 4.1 Cost.

(a) As and to the extent required by law, Service Company provides and will provide such services at fully allocated cost, determined in accordance with the Act. Exhibit A hereof contains rules for determining and allocating such costs and details which Allocation Method is to be used for each Cost Center.

(b) During the term of this Agreement, the calculation metrics under this Agreement shall be the same calculations that were utilized by Service Company in March 2018 under the Shared Services Agreements.

(c) In the ordinary course of business, Service Company has traditionally created and closed Cost Centers, or replaced the Allocation Method used for a Cost Center.

(i) During the term of this Agreement, if Service Company determines that, consistent with historical practice, it is appropriate to create a Cost Center which will be used to charge or allocate costs to the Client Companies, Service Company shall provide a Cost Center Notice to the Client Companies which will include: (i) a description of the Cost Center; (ii) the Functional Group that the Cost Center belongs to; and (iii) the Allocation Method for the Cost Center. Upon receipt of the Cost Center Notice, the Client Companies shall have ten (10)

business days to object in writing. If no objection is delivered to Service Company within ten (10) business days, the Cost Center shall be created. If an objection is delivered within ten (10) business days, the Cost Center shall be created and the issue shall be referred to the Business Separation Committee (as defined in the Settlement Agreement) for resolution; *provided* that if the Business Separation Committee cannot resolve the dispute within thirty (30) days of the delivery of an objection, the objecting party may file a motion with the Bankruptcy Court seeking resolution of such dispute. If either the Business Separation Committee or the Bankruptcy Court determine that the newly created Cost Center should not have been created, Service Company and the Client Companies will work together in good faith to unwind the creation of the Cost Center, including the re-assignment of any charges or allocations of costs into the appropriate Cost Center.

(ii) During the term of this Agreement, if Service Company determines that it is appropriate to close a Cost Center which is used to charge or allocate costs to Client Companies, Service Company shall provide a Cost Center Notice to the Client Companies which will include: (i) a description of the Cost Center; and (ii) the Functional Group that the Cost Center belongs to. Upon receipt of the Cost Center Notice, the Client Companies shall have ten (10) business days to object in writing. If no objection is delivered to Service Company within ten (10) business days, the Cost Center shall be closed. If an objection is delivered within ten (10) business days, the issue shall be referred to the Business Separation Committee (as defined in the Settlement Agreement) for resolution; *provided* that if the Business Separation Committee cannot resolve the dispute within thirty (30) days of the delivery of an objection, the objecting party may file a motion with the Bankruptcy Court seeking resolution of such dispute. Notwithstanding any other provision of this Section 4.1(c)(ii), Service Company shall not be required to provide a Cost Center Notice regarding the closure of a Cost Center due to a reduction of Services pursuant to Section 5.1 of this Agreement.

(iii) During the term of this Agreement, if Service Company determines that it is appropriate to replace the Allocation Method used for a Cost Center which is used to charge or allocate costs to Client Companies, Service Company shall provide a Cost Center Notice to the Client Companies which will include: (i) a description of the Cost Center; (ii) the Functional Group that the Cost Center belongs to; (iii) the Allocation Method currently in use; (iv) the proposed replacement Allocation Method; and (v) an explanation for the replacement and cost impact of the replacement. Upon receipt of the Cost Center Notice, the Client Companies shall have ten (10) business days to object in writing. If no objection is delivered to Service Company within ten (10) business days, the proposed replacement Allocation Method for the Cost Center shall be implemented. If an objection is delivered within ten (10) business days, the issue shall be referred to the Business Separation Committee (as defined in the Settlement Agreement) for resolution; *provided* that if the Business Separation Committee cannot resolve the dispute within thirty (30) days of the delivery of an

objection, the objecting party may file a motion with the Bankruptcy Court seeking resolution of such dispute.

(d) In the event of a reduction of services pursuant to Section 5.1 of this Agreement, the reduction in cost related to the reduction of such services shall not exceed what would have otherwise been calculated for that function utilizing the March 2018 calculation methodology under the Shared Services Agreements.

Section 4.2 Billing.

(a) Standard Billing. Unless otherwise set forth in a request for services or in Section 4.2(b) of this Agreement, payment for Services provided by Service Company shall be by account-to-account transfer for JP Morgan Chase accounts, by wire or account transfer or with use of credit as identified in Section 4.3(b). Billing will be made on a monthly basis, with the bill to be rendered as soon as practicable after the close of the month, and remittance or accounting entries completed within 30 days of billing. Any amount remaining unpaid after 30 days following receipt of the bill shall bear interest thereon from the due date of the bill until payment at a rate equal to the prime rate on the due date, with the exception of any amounts being investigated by Service Company at the request of the Client Companies. All payments under this Agreement shall be made in compliance the historical practice of payment under the Shared Services Agreements, including within thirty (30) days of the receipt of an invoice, by the Client Companies and not subject to setoff except for the credit in Section 4.3(b) of this Agreement.

(b) Alternative Billing. Prior to March 31, 2018, Service Company charged the Client Companies for certain costs related to the use of specific facilities, including but not limited to the: (i) Fairmont Corporate Center, (ii) Greensburg Corporate Center, (iii) Morristown General Office, (iv) Pottsville Pike Facility, (v) Wadsworth Facility, and (vi) West Akron Campus, through an affiliate charge separate and apart from the invoices provided pursuant to the Shared Services Agreements. Service Company shall continue to provide the Client Companies with a separate affiliate charge for such costs. All payments for alternative billing shall be made in compliance with the historical practice of payment within thirty (30) days of charges being made. Notwithstanding anything in this Section 4.2(b), the Client Companies and the FE Non-Debtor Entities may mutually agree to enter into leases governing the use of any facility by the Client Companies, and the terms of such lease shall control over this Section 4.2(b).

Section 4.3 Credit & Claim Waiver.

(a) The Client Companies acknowledge that they have not made any payments under the Shared Services Agreements between the Petition Date and the effectiveness of this Agreement, and that as of the date hereof amounts are due and outstanding under such agreements.

(b) Service Company shall provide the Client Companies with a credit for monthly periods from the Petition Date through December 31, 2018, in the amount up to \$112.5 million for any amounts due under monthly invoices, which invoices shall be

generated in accordance with historical practices pursuant to the Shared Services Agreements and this Agreement, as applicable. Consistent with historical practices, the Service Company and the Client Companies agree that gross amounts owed by both the Client Companies and Service Company under the Shared Services Agreements and this Agreement shall be netted when generating the monthly invoices. Service Company shall continue providing monthly invoices under this Agreement in compliance with historical practice.

(c) On the Plan Effective Date (as defined in the Settlement Agreement), Service Company shall waive any amount owed by the Client Companies for amounts due under monthly invoices, which invoices shall be generated in accordance with historical practice pursuant to the Shared Services Agreements, for monthly periods through the Petition Date. Consistent with historical practices, the Parties agree that gross amounts owed by both the Client Companies and Service Company under the Shared Services Agreement and this Agreement shall be netted when generating the monthly invoices.

ARTICLE V

REDUCTION OF SERVICES AND TERMINATION OF AGREEMENT

Section 5.1 Reduction of Services. The Client Companies may reduce the amount of Services provided by Service Company under this Agreement only upon Service Company's receipt of a Notice of Reduction not less than ninety (90) days' prior to the effective date of such reduction. Any reduction of services shall only reduce services by Functional Group as described in Exhibit A. The Client Companies must wait at least 30 days following Service Company's receipt of a Notice of Reduction before sending Service Company any subsequent Notice of Reduction.

Section 5.2 Reduction Limitations.

(a) The Client Companies must continue to accept and pay for the Services contained within the Final Transition Step Services Functional Group until the termination of this Agreement.

(b) If the Client Companies choose to reduce the amount of Services provided by Service Company under this Agreement, they may only do so for all of the Client Companies and may not reduce Services by specific Functional Groups for some, but not all, of the Client Companies. Notwithstanding anything in this Agreement or this section 5.2(b) to the contrary, reductions of Services related to the Pleasants Power Station shall be governed by Article VI of this Agreement.

(c) In the event that the Client Companies elect to no longer receive the Services contained within any of the Controllers, Internal Audit, Tax, or Treasury Functional Groups (a "Removed Functional Group") from Service Company, the Client Companies, and any successor to the Client Companies, shall be barred from asserting that the FE Non-Debtor Entities' failure to provide the Services solely contained within

the Removed Functional Group constitutes a breach of Sections 2.5, 2.6(b), 5.1(f), 5.1(g), or 5.3(b)(iii) of the Settlement Agreement. Nothing in this Section 5.2(c) shall be interpreted to modify any of the Client Companies' or the FE Non-Debtor Parties' rights under Article IV of the Business Separation Agreement.

Section 5.3 Term. The term of this Agreement shall commence and be effective upon the Bankruptcy Court's entry of an order approving the Settlement Agreement and shall terminate on the Amended SSA Termination Date.

ARTICLE VI

PLEASANTS

Section 6.1 Pleasants Amendment. Service Company and the Client Companies agree that upon the execution of the Pleasants Purchase Agreement, Service Company and the Client Companies shall enter into the Pleasants Amendment. The Pleasants Amendment shall be effective as of the Pleasants Closing Date, and shall provide for the:

(a) performance of Services by Service Company related to the Pleasants Power Plant to the Pleasants Purchaser consistent with the historical performance of Services related to the Pleasants Power Plant to AE Supply under the AE Supply Shared Services Agreement for a mutually agreed upon time period not to exceed 180 days, provided, however, that if the Client Companies have reduced any Services pursuant to Section 5.1 of this Agreement prior to the Pleasants Closing Date, the Client Companies may elect to not have any such Service performed during the mutually agreed upon time period referenced above, and the Pleasants Amendment shall document such election; and

(b) performance of Services by Service Company related to the Pleasants Power Plant consistent with the Services being received by the Client Companies under this Agreement beginning at the expiration of the mutually agreed upon time period in Section 6.1(a) of this Agreement and ending upon the termination of this Agreement.

ARTICLE VII

NOTICE

Section 7.1 Where written notice is required by this Agreement, all notices, consents, certificates, or other communications hereunder shall be in writing and shall be deemed given when mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Client Company:	[Specific Client Company or Companies]
	341 White Pond Drive
	Akron, OH 44320
	Attn: Rick C. Giannantonio, General Counsel

Email: giannanr@firstenergycorp.com

**To Service Company: FirstEnergy Corp.
76 S Main Street
Akron, OH 44308
Attn: Gary Benz
Attn: Robert Reffner
Email: rreffner@firstenergycorp.com**

ARTICLE VIII

DISPUTE RESOLUTION

Section 8.1 Any dispute under this Agreement shall be resolved pursuant to the Dispute Resolution Procedures (as defined in the Settlement Agreement) contained in the Settlement Agreement.

ARTICLE IX

GOVERNING LAW

Section 9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law's provisions.

ARTICLE X

MODIFICATION

Section 10.1 No amendment, change or modification to this Agreement shall be valid, unless made in writing and signed by both parties hereto.

ARTICLE XI

ENTIRE AGREEMENT

Section 11.1 This Agreement, together with its exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter, and effective upon the execution of this Agreement by the respective parties hereof and entry of an order of the Bankruptcy Court authorizing the Client Companies' entry into this Agreement, any and all prior agreements, understandings or representations with respect to this subject matter (including, without limitation, the Shared Services Agreements) are hereby terminated and canceled in their entirety and are of no further force and effect, except to the extent transactions thereunder have taken place prior to such effective date in which case such agreements will govern the terms of such transactions.

ARTICLE XII

WAIVER

Section 12.1 No waiver by either party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

ARTICLE XIII

ASSIGNMENT

Section 13.1 This Agreement shall inure to the benefit and shall be binding upon the parties and their respective successors and assigns. No assignment of this Agreement or either party's rights, interests, or obligations hereunder may be made without the consent of the other parties to this Agreement.

ARTICLE XIV

SEVERABILITY

Section 14.1 If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day of September, 2018. This Agreement supersedes any previous agreement between the Service Company and the Client Companies.

FirstEnergy Service Company

By: _____
[Name]
[Title]

[Remainder of this page intentionally left blank.]

Client Companies:

[Company(ies)]

By: _____
[Name]
[Title]

EXHIBIT A

DESCRIPTION OF SERVICES AND ALLOCATION METHODOLOGY

1. Description Of Services

Overview

This Exhibit A provides a description of all services provided by Service Company departments and the cost allocation methodologies (collectively, the "Allocation Methods") to be used in connection therewith. All products and services are subject to Service Level Standards as negotiated between the Service Company department and Client Company.

This Exhibit A only provides the description of services and cost Allocation Methods as related to the Client Companies (as defined in the Agreement) until the expiration of the Agreement.

2. Cost Allocation Methodology

The costs of services provided by Service Company will be directly assigned, distributed or allocated by activity, project, program, work order or other appropriate basis. The primary basis for charges to affiliates is the direct charge method. The methodologies listed below pertain to all other costs which are not directly assigned but which make up the fully allocated cost of providing the product or service. The costs of product and services provided by the Service Company that cannot be charged directly to the Subsidiary receiving the product or service will be allocated among the associate companies by utilizing one of the methods described below that most accurately distributes the costs. The method of cost allocation varies based on the department rendering the service. The table in Section 3.a of this Exhibit A assigns each Cost Center an Allocation Method. The Allocation Methods used by Service Company are as follows:

a. "Multiple Factor – All" - For the Indirect Costs for products or services benefiting the entire FE Corp. system (including both the Client Companies and FE Non-Debtor Parties), FE Corp. and all Subsidiaries will bear a fair and equitable portion of such costs. FE Corp. will bear 5% of these Indirect Costs. The remaining Indirect Costs will be allocated among the Utility Subsidiaries and the Non-Utility Subsidiaries benefiting from the services provided based on FE Corp.'s equity investment in the respective groups, as determined by the calculated allocation factors in use as of March 31, 2018. A subsequent allocation step will then occur. Among the Utility Subsidiaries, allocations will be based upon the "**Multiple Factor – Utility**" method. Among the Non-Utility Subsidiaries, allocations will be based upon the "**Multiple Factor – Non-Utility**" method.

b. "Multiple Factor – Utility" - For the Indirect Costs for a product or service solely benefiting one or more of the Utility Subsidiaries, each such Utility Subsidiary so benefiting will be charged a portion of the Indirect Costs based on the sum of the weighted averages of the following factors, as determined by the calculated allocation factors in use as of March 31, 2018:

1. Gross transmission and/or distribution plant
2. Operating and maintenance expense excluding purchase power and fuel costs
3. Transmission and/or distribution revenues, excluding transactions with affiliates

These three (3) factors have been determined to be the most appropriate for the Utility Subsidiaries in the FE Corp. system. Each factor will be weighted equally so that no one facet of the electric utility operations inordinately influences the distribution of Indirect Costs.

c. "Multiple Factor – Non-Utility" - For the Indirect Costs for products or services solely benefiting the Non-Utility Subsidiaries, each Non-Utility Subsidiary so benefiting receiving the product or service will be charged a proportion of the Indirect Costs based upon the total assets of each Non-Utility Subsidiary, as determined by the calculated allocation factors in use as of March 31, 2018, including the generating assets under operating leases from the Utility Subsidiaries.

d. "Multiple Factor – Utility and Non-Utility" - For the Indirect Costs for a product or service benefiting one or more of the Utility and Non-Utility Subsidiaries, each such Subsidiary so benefiting is first assigned a distribution ratio that is in proportion to the Indirect Costs based on FE Corp.'s equity investment in such Subsidiaries, as determined by the calculated allocation factors in use as of March 31, 2018. Following this distribution, a subsequent allocation step will then occur. Among the Non-Utility Subsidiaries, allocations will be based upon **"Multiple Factor – Non-Utility"**

e. "Direct Charge Ratio" - The ratio of direct charges for a particular product or service to an individual Subsidiary as a percentage of the total direct charges for a particular product or service to all Subsidiaries benefiting from such services. Indirect Costs are then allocated to each Subsidiary based on the calculated ratios, as determined by the calculated allocation factors in use as of March 31, 2018.

f. "Number of Customers Ratio" - For costs of products and services driven by the number of Utility customers, the allocation method that will be used will be the number of Utility customers for the respective Utility Subsidiary receiving the product or service divided by the total number of Utility customers, as determined by the calculated allocation factors in use as of March 31, 2018.

g. "Number of Participating Employees – General" - For costs of products and services driven by all participating employees within the FE Corp. system (including both the Client Companies and the FE Non-Debtor Parties), the Allocation Method that will be used will be the number of participating employees for the respective Subsidiary receiving the product or service divided by the total number of participating employees, as determined by the calculated allocation factors in use as of March 31, 2018.

h. "Gigabytes Used Ratio" - Number of gigabytes utilized by a Subsidiary receiving the product or service divided by the total number of gigabytes used by the FE Corp. system companies (including both the Client Companies and FE Non-Debtor Parties) applicable to that respective product or service, as determined by the calculated allocation factors in use as of March 31, 2018.

i. **"Number of Computer Workstations Ratio"** - Number of computer workstations utilized by a Subsidiary receiving the product or service divided by the total number of computer workstations in use by the FE Corp. system companies (including both the Client Companies and FE Non-Debtor Parties) applicable to that respective product or service, as determined by the calculated allocation factors in use as of March 31, 2018.

j. **"Number of Intel Servers"** - Number of Intel servers utilized by a Subsidiary receiving the product or service divided by the total number of Intel servers utilized by the FE Corp. system (including both the Client Companies and FE Non-Debtor Parties), as determined by the calculated allocation factors in use as of March 31, 2018.

k. **"Application Development Ratio"** - Number of application development hours budgeted for a Subsidiary receiving the service divided by the total number of budgeted application development hours for the twelve months prior, as determined by the calculated allocation factors in use as of March 31, 2018.

l. **"Server Support Composite"** - The average ratio of unix gigabytes, SAP gigabytes and Intel number of servers for a Subsidiary receiving the service, as determined by the calculated allocation factors in use as of March 31, 2018.

3. Descriptions of Products and Services

Functional Group	Descriptions	Sub-Function	Allocation	Cost Center Description
Controllers	Services include Financial Accounting (SEC/FERC), Property Accounting, General Accounting (employee benefits/accounts payable), Financial Reporting, Settlements, Shared Nuclear Business Services, Shared Fossil Business Services, Fleet Reporting, and Fuel Contract Administration.	Controllers	Direct Charge Ratio	FE Solutions - Non-Commodity Revenues
				Controllers Billings to Sammis
				Controllers Billings to FE Solutions
				Controllers Billings to Bayshore Plant
				Controllers Billings to Eastlake
				Controllers Billings to Mansfield
				Controllers Billings to Seneca
				Controllers Billings to GENCO
				Controllers Billings to Beaver Valley
				Controllers Billings to Davis Besse
				Controllers Billings to Perry
				Controllers Billings to FENOC
				Controllers Billings to FENGenco
				Controllers Bill to FES for Audit Fees
				Svc Co Assets Carrying Charges-Sol
				Svc Co Assets Carrying Charges-Genco
				Svc Co Assets Carrying Charges-Fenoc
				Svc Co Assets Carrying Charges-FNGCO
			Multiple Factor - All	Financial Reporting Services - OH
				General Accounting Services OH
				General Accounting Services PA
				Accounts Payable PA
				Financial Reporting & Tech Acctg
				Corporate Accounting

				Controllers Admin Section OH
			Multiple Factor - Non-Utility	Controllers Billings to Unregulated
			Multiple Factor - Utility & Non-Utility	Property Accounting Services OH
				Property Accounting Services PA
				Commodity Accounting
		Fossil Business Services	Multiple Factor - Utility & Non-Utility	FES/FEG Finance
Internal Audit	Services include auditing for SOx Compliance, Information Technology, Annual Risk Assessments, and Fraud Services (research, assessments, and investigations).	Internal Audit	Direct Charge Ratio	Internal Audit Billings to FE Solutions
				Internal Audit Billings to FE Generation
				Internal Audit Billings to Fossil Gen
				Internal Audit Billings to Bayshore
				Internal Audit Billings to Eastlake
				Internal Audit Billings to Mansfield
				Internal Audit Billings to Sammis
				Internal Audit Billings to Burger
				Internal Audit Billings to Lakeshore
				Internal Audit Billings to Astabula
				Internal Audit Billings to West Lorain
				Internal Audit Billings to Seneca
				Internal Audit Billings to FENOC
				Internal Audit Billings to Beaver Valley
				Internal Audit Billings to Perry
				Internal Audit Billings to Davis Besse
				Internal Audit Billings to Yards Creek
			Multiple Factor - All	Internal Auditing Department - OH
				Internal Auditing Department - PA
				Internal Auditing Dept - PA Greensburg
			Multiple Factor - Non-Utility	Internal Audit Billings to Unregulated
Risk Management	Services include an array of risk controls covering	Risk Management	Multiple Factor - All	Corporate Chief Risk Officer Admin
				Enterprise Risk Management

	Competitive Positions, Cyber/Data Breaches, and Compliance Management. Additionally, services are provided for credit and financial risk assessments. Insurance Renewal/Claims and Loss Control Inspections are also housed under the Risk Management group.		Multiple Factor - Non-Utility	Corp Risk Billings to Unregulated
			Multiple Factor - Utility & Non-Utility	Corporate Insurance Risk Management
				Corporate Credit Risk Management
				Commodity Risk
				Commodity Risk Reading
				Corporate Insurance Risk Mgmt Greensburg
				Corporate Credit Risk Mgmt Greensburg
Tax	Services include Property, Sales & Use, and Federal, State, & Local Taxes. FERC Reporting for taxes along with general tax Accounting and Reporting services are provided by the Tax group.	Tax	Multiple Factor - All	Tax Services - Ohio
				Tax Services - Greensburg
				Tax Services NJ
				Special Items Tax - SC00
Treasury	Services provided include Retirement and Pension Investment/Management, Short-Term Budgeting and Forecasting, Financial QlikView Reporting, Cash Management services, and Capital Reporting.	Treasury	Direct Charge Ratio	Investment Management
			Multiple Factor - All	Integrated Business Planning
				Treasury - Executive - OH
				Cash Operations and Corp. Finance
				Finance - OH
				SOX COMPLIANCE-OH
				Treasury PA Greensburg
				Strategic Planning & Operations Admin
Communications	Internal, External, and Administrative communication services are include under Communications. Services provided include Internally Distributed Communications and	Communications	Multiple Factor - Non-Utility	Treasury Billings to Unregulated
			Multiple Factor - All	VP Communications
				Advertising - OH
				FE - Event Tickets
				External Communications-OH
				Internal Communications
				Communications Services

	Awards, Advertising & Branding, Preparation/Distribution of Annual Reports, and Presentation/Graphical Support services.			Communications - Production
				Document Production
				Graphic Services
			Multiple Factor - Non-Utility	Communications Billings to Unregulated
			Multiple Factor - Utility & Non-Utility	Business Information Center
Real Estate	Services include the bidding/selling of property, managing leases, negotiations support, and portfolio optimization	Real Estate	Multiple Factor - All	A-GO Parking Garage - SC00
				Real Estate - OH
				RE, FAC, SEC Dir & Staff
Facilities	Services include the administration/management /maintenance of facilities and property, O&M and capital project planning, and food/mail services	Facilities	Direct Charge Ratio	Corp Fac - SEMC (Stow)
				Corp Fac - Broad St - Johnstown
				Corporate Facilities - Beta Lab
				Corp Facilities-Canonsburg Fire & Safety
				Corporate Facilities - Little Blue Run
				Fossil- Eastlake Facility Expenses
				Canonsburg Facility Expenses
			Multiple Factor - All	Corp Fac - FE General Office
				Corp Fac - ISOC
				Corp Fac-Wadsworth Secondary Data Center
				345 White Pond Drive
				General Facilities Mgt & Maint - OH
				General Facilities Mgt & Maint - WV
				West Akron Cafeteria
				Corporate Mail Services - OH
				Corporate Mail Services - PA
				Corporate Courier Services
				Corp Mail Services - WV

			Multiple Factor - Utility & Non-Utility	Corp Mail Services - Greensburg
				Asset Planning
				Bill Print Shop
				Facility Infrastructure Capital Projects
				Food Services
Records Management	Services provided include the management/archival/destruction of confidential records and oversight and governance of compliance/corporate policies	Records Management	Direct Charge Ratio	Corporate Records Management - PA
				Records Management - DB Non Bargaining
				Records Management - BV Non Bargaining
				Records Management - PY Non Bargaining
			Multiple Factor - All	Administrative Services - VP & Staff
				Records & Information Compliance
				Information Compliance
			Multiple Factor - Non-Utility	CRE Billings to Unregulated
Corporate Strategy	Services provided include Generation Strategy, Asset Valuation, Business Development, Long-Term Forecasting, and Scenario Planning. In addition, FE Technologies currently providing support for EPRI and various R&D services.	Corporate Strategy	Multiple Factor - All	Corporate Records Management - OH
				Business Development - Admin
				SP&O Business Performance - OH
			Multiple Factor - Non-Utility	Integrated System Planning & Development
				Business Development Billings to Unregul
Flight Operations	Services provided include the purchasing and storing of jet fuel, scheduling aircraft times and crew, planning flight schedules, maintenance and inspection of jets, training, and general flight services.	Flight Operations	Multiple Factor - All	Corporate Flight Operations
				Flight Operations Hangar
				FE Aircraft- Legacy 600
				FE Aircraft - N52FE Cessna
				FE Aircraft - N54FE Cessna
				FE Aircraft - 91FE
			Multiple Factor - Non-Utility	Flight Operations Billings to Unregulate

Retail Sales & Marketing	Services include managing the Retail Call Center, management of customer billings, and the administration and oversight of retail services.	Retail Sales & Marketing	Direct Charge Ratio	Revenue Management - FE Solutions
			Multiple Factor - All	Call Center Ops - FE Solutions
				Enrollments Management - FE Solutions
				Marketing and Branding
External Affairs	Federal/State/Local Regulatory Affairs, Energy/Market Policy, Community Involvement, Corporate Contributions, FE Political Action Committee, and the FE Foundation are included under External Affairs. Services provided include advocacy at the Federal, State, and Local levels - PJM, FERC, Public Utility, and Energy Policy Advocacy and Representation - Civic Membership Fees, License, and Dues	External Affairs	Multiple Factor - All	FES / FE Products Retail Administration
				Corporate Affairs Admin
				Sr VP-External Affairs
				Energy Policy
				State Reg Affairs & Market Policy VP
				Corp Fac - Charleston External Affairs
			Multiple Factor - Non-Utility	Market Policy
				External Affairs Billings to Unregulated
			Multiple Factor - Utility & Non-Utility	ExtAffairs Billings- UnregMultiFacNonUtil
				Economic Development - Corporate
Beta Lab	Beta lab performs calibration services, fuel/oil/material testing, fire and safety services, and metallurgy/materials services for the company	Beta Lab	Direct Charge Ratio	Miscellaneous Revenues - FENOC
			Multiple Factor - Utility & Non-Utility	BETA Chemistry
				Fire & Safety Services
				Manager-BETA
				Metallurgy & Failure Analysis
				Metrology
Environmental - Fossil	Daily environmental services provided to the Fossil sites	Environmental - Fossil	Direct Charge Ratio	Component & Test
				EnvironmentalBillings to Ashtabula
				EnvironmentalBillings to Bay Shore
				EnvironmentalBillings to Burger Plant

				EnvironmentalBillings to Eastlake Plant
				EnvironmentalBillings to Mansfield
				EnvironmentalBillings to Sammis
				EnvironmentalBillings to W Lorain/Edgewater
				EnvironmentalBillings to Yard's Creek
				EnvironmentBillings to Edgewater-Retired
				EnvironmentalBillings to Gorge-Retired
				Environ Billings - Bay Shore Retired Pla
				EnvironmentalBill to Shannon Rd/Harb Crk
				Environ Billings - Astabula Retired Plan
				Environ Billings - Lake Shore Retired Pl
			Multiple Factor - Utility & Non-Utility	EnvironmentalBillings to All Fossil
				EnvironmentalBillings to Coal Plants
				EnvironmentalBillings to Coal Plants/CTs
				Legacy Sites and Ash Sites
Environmental - Nuclear	Daily environmental services provided to the Nuclear sites	Environmental - Nuclear	Direct Charge Ratio	EnvironmentalBillings to FENOC
				EnvironmentalBillings to Beaver Valley
				EnvironmentalBillings to Davis Besse
				EnvironmentalBillings to Perry
Environmental - Admin (Final Step Environmental)³	Administrative costs associated with the operations of the Environmental Department	Environmental - Admin	Direct Charge Ratio	EnvironmentalBillings to GENCO
				Environmental Department - Akron
				Environmental Department - Reading
				Environmental Department - Greensburg

3

Notice of Reduction for Functional Group shall not be deemed received until the Notice of Reduction has been received for the later of the following Functional Groups: (1) "Environmental – Fossil" or (2) "Environmental – Nuclear."

				Environmental Dept-Morristwn Remediation
				Environmental Field Operations
				Environmental Department-Morristown
Fuel Procurement	Services for Fuel Procurement include the transportation, negotiation, and planning of coal and reagents to the Fossil plants, and NOx/SOx allocations	Fuel Procurement	Multiple Factor - Utility & Non-Utility	Fuel Procurement
Unit Dispatch	Services for Unit Dispatch include Day-to-Day planning and Dispatching Services for the Generation Fleet	Unit Dispatch	Multiple Factor - Non-Utility	Unit Dispatch
Mobile Maintenance	Services include providing physical maintenance and labor support for FES sites with the capability to move between assets	Mobile Maintenance	Multiple Factor - Utility & Non-Utility	Central Mobile Maintenance
Outage Support	Services include providing oversight and guidance of the programs that manage outages and schedules, mechanical alliance agreements, and qualified coordinator support	Outage Support	Multiple Factor - Utility & Non-Utility	Construction and Outage Support
Project Engineering and Technical Services	Provides technical evaluations, work scopes, analysis, and support to plant, outage, and environmental services	Project Engineering and Technical Services	Multiple Factor - Utility & Non-Utility	Central Repair Facility
				Fleet Technical Services
				Project Engineering
				Rotational Engineers-SC00
				Engineering and Support Admin
Generation - Other	Directly support the Fossil and Nuclear generation assets and core plant support functions through	Maintenance Support	Multiple Factor - Utility & Non-Utility	Advanced Maintenance Practices
		Operations Support	Direct Charge Ratio	ELA - 512 - Maint of Boiler Plant
			Multiple Factor - Utility &	FE Fleet Operations

	maintenance and daily operations.		Non-Utility	Gen Fleet Safety & HP-Fossil-SC00
				Fossil Fleet Workforce Development-SC00
		Generation - Other	Direct Charge Ratio	Fossil Operations Support
HR - Benefits	Includes services for Benefits, Payroll, Compensation, Retirement Programs, HR Technology, and the HR Service Center	HR - Benefits	Number of Participating Employees - General	Miscellaneous Revenues - GENCO
				General HR Office Services
				Employee Compensation & HRIS - PA
				HR Service Delivery-Shared Services
				Health & Absence Mngt - Greensburg
				Executive Compensation
				Retirement Programs
				HR Service Center
				HR Tech
				Payroll Processing
				Employee Compensation
				Employee Benefits
			Multiple Factor - All	Human Resources Group - Sr. VP & Staff
HR - Human Performance	Includes services for Human Performance, Organizational Effectiveness, Talent Management, and Learning and Development	HR - Human Performance	Direct Charge Ratio	Organizational Effectiveness
			Number of Participating Employees - General	Exec Director - Human Resources
				Learning & Development
HR - Site HR	Includes Fossil/Nuclear site HR to the extent that charges are assessed to FES/FENOC from FESC	HR - Site HR	Multiple Factor - Utility & Non-Utility	FE Generation & CNO
HR - Labor Relations	Includes services for Labor Relations, Corporate Health and Safety, Operating Company Safety, Health and Absence Management, Affirmative Action	HR - Labor Relations	Number of Participating Employees - General	Industrial Relations - Director & Staff
				Safety
				Industrial Relations - OH
				Health & Absence Management
				Affirmative Action Compliance

	Compliance, and Industrial Relations			Employee Relations
				HR Business Partners
HR - Recruiting	Includes services for Recruiting, Employee Relations. Diversity and Inclusion, and HR Compliance	HR - Recruiting	Number of Participating Employees - General	Recruiting, Diversity & Compliance
				Recruiting
				Recruiting - Greensburg
Legal	All Legal services (internal and external), retainers, and claims are included in this definition	Legal	Direct Charge Ratio	Legal & Claims Billings to FE SOL
				Legal & Claims Billings to Asht Plant
				Legal & Claims Billings to Bayshore Plnt
				Legal & Claims Billings to Burger PLant
				Legal & Claims Billings to Eastlake
				Legal & Claims Billings to Edgewater
				Legal & Claims Billings to Lakeshore
				Legal & Claims Billings to Mad River
				Legal & Claims Billings to Mansfield Plt
				Legal & Claims Billings to Richland
				Legal & Claims Billings to Sammis
				Legal & Claims Billings to Seneca
				Legal & Claims Billings to GENCO
				Legal & Claims Billings to Beaver Valley
				Legal & Claims Billings to Davis-Besse
				Legal & Claims Billings to Perry
				Legal & Claims Billings to FENOC
				Legal & Claims Billings to FENGenco
			Multiple Factor - All	Legal - Ohio
				Labor/Employment/Commercial Litigation
				CORP/SEC/TREAS/FUEL/SUP

				CHAIN/COMMERCIAL
			Multiple Factor - Non-Utility	Legal/ClaimsBillings- UnregMultiFacNonUtil
			Multiple Factor - Utility & Non-Utility	Environmental/Bankruptcy/RealEstate/ Tax
Rates and Reg Affairs	Services encompass regulated rate strategy and oversight	Rates and Reg Affairs	Direct Charge Ratio	Rates Billings to FE Solutions (1100)
Supply Chain - Fossil	Services for Fossil include the receipt and placement of material into stock, the insurance of quality requirements, inventory control, warehouse storage, procurement of materials/equipment/contractors, and logistics regarding deliveries	Supply Chain - Fossil	Direct Charge Ratio	Supply Chain Billings to Bayshore Power
				Supply Chain Billings to Burger Plant
				Supply Chain Billings to Eastlake
				Supply Chain Billings to Edgewater
				Supply Chain Billings to Lakeshore
				Supply Chain Billings to Mad River Plant
				Supply Chain Billings to Sammis
				Supply Chain Fossil Generation Sourcing
			Multiple Factor - Utility & Non-Utility	Corporate Transportation
				Fossil Materials Management
Supply Chain - Nuclear	Services for Nuclear include the receipt and placement of material into stock, the insurance of quality requirements, inventory control, warehouse storage, procurement of materials/equipment/contractors, and logistics regarding deliveries	Supply Chain - Nuclear	Direct Charge Ratio	Supply Chain Billings to Beaver Valley
				Supply Chain Billings to Davis-Besse
				Supply Chain Billings to Perry
				Supply Chain Billings to FENOC
				Supply Chain Nuclear Generation Sourcing
				Nuclear Materials Management
Supply Chain - Admin	Administrative costs associated with the	Supply Chain - Admin	Direct Charge Ratio	Supply Chain Billings to GENCO
			Multiple Factor - Non-Utility	Supply Chain Billings to Unregulated

(Final Step Supply Chain)⁴	operations of the Supply Chain Department.		Multiple Factor - Utility & Non-Utility	Central Distribution Warehouse
				Supply Chain Administration
				Supply Chain Work for Svce Company SC00
				Generation Strategic Sourcing/Projects
				Generation Fleet Environ Projects
				Strategy & Planning Supply Chain
				Supply Chain Corporate Services Dept
FEU/FET Services	FEU/FET Services represent services being provided by FEU/FET to FES/FENOC as part of a current/historical billing period. This list is not intended to be all encompassing of all past or future charges, however it representative of things that have been assessed to FES/FENOC in either an actual or budgeted view for 2018. These charges are billed as incurred by FES/FENOC's usage of services provided by FEU/FET and not by a traditional Shared Service organization.	FERC Compliance	Direct Charge Ratio	FES FERC Technical Support MISO LSE
				FES FERC Technical Support MKT CCTR
		FEU - Fleet Services	Multiple Factor - Utility & Non-Utility	CIP v5 Billing Cost Center
				FERC Compliance
			Multiple Factor - Utility	Fleet Svcs - Connellsville
Final Transition Step Services	Services included under Corporate Security include guard services and employee badges/physical access controls	Corporate Security	Direct Charge Ratio	Fleet Services Miles
				Security Billings to Bruce Mansfield
				Security Billings to Sammis
			Multiple Factor - All	Security Billings to Yards Creek
				Technology Compliance - OH

⁴ Notice of Reduction for Functional Group shall not be deemed received until the Notice of Reduction has been received for the later of the following Functional Groups: (1) "Supply Chain – Fossil" or (2) "Supply Chain – Nuclear."

				Technology Compliance - PA
				Asset Protection - OH
				Asset Protection - PA
				Asset Protection - MD
				Asset Protection - WV
				Corporate Security - Admin
				IT Compliance
			Multiple Factor - Non-Utility	Security Billings to Unregulated
	Depreciation of assets, primarily associated with IT	Depreciation	Multiple Factor - Utility & Non-Utility	Technology Compliance - Fossil & Hydro
				IT Services - OH
				IT Services - PA
				Special Items PropertyAcctg-Finance
				Special Items PropertyAcctg- InfoServices
				Special Items PropertyAcctg-Corp Affairs
	CEO, EVPs, and their direct Admins. Other represents FE Products of which FES/FESC currently receives no services or allocated charges from FESC.	Executive and Admin and Other	Direct Charge Ratio	Executive Billings to FENOC
				Executive Billings to FE Solutions
				Executive Billings to GENCO
			Multiple Factor - All	Executive Administration
				President and CEO
				Corporate Svcs Admin OH
			Multiple Factor - Non-Utility	Exec Admin Billings to Unregulated

	Allocated facility related costs for locations including the Greensburg, Pottsville Pike, and Fairmont Corporate Centers but excluding the West Akron Campus.	Facilities Allocation	Several ⁵	Several ⁶
	Primarily used for Incentive Comp and Employee Compensation/Benefits, subset of HR specific dollars to naturally shed if services are no longer being provided	HR - Billings	Direct Charge Ratio	HR Billings to FE SOL
				HR Billings to Seneca
				HR Billings to GENCO
				HR Billings to Davis-Besse
				HR Billings to Perry
				HR Billings to FENOC
				HR Billings to Ashtabula Plant
				HR Billings to Bayshore Plant
				HR Billings to Burger Plant
				HR Billings to Eastlake
				HR Billings to Lakeshore
				HR Billings to Mansfield
				HR Billings to Sammis
				HR Billings to West Lorain

⁵ Total facilities expense per square foot is calculated for each facility, based on total facility-related expenses divided by the weighted square footage. Weighted square footage occupied by each FESC functional area is used, in conjunction with costs per square foot, to attribute expenses to each FESC functional area which uses the facility. Those attributed expenses are allocated to entities receiving shared services utilizing the same cost allocation methodologies as used by the FESC functional areas to allocate their own cost center expenses.

⁶ See Note 5, above.

				HR Billings to Beaver Valley
				HR Billings to Yards Creek
	All IT services, network/software/hardware assets, support, and maintenance	Information Technology	Number of Customers Ratio	I/T Infrstrectre SAP Basis Server Supp
			Direct Charge Ratio	IT Billings to GENCO - 1101 A&G
				IT Billings to FE Solutions - 1100
				IT Billings to FENOC - 1200
				IT Billings to Ashtabula
				IT Billings to Bayshore
				IT Billings to Beaver Valley
				IT Billings to Burger
				IT Billings to Davis Besse
				IT Billings to Eastlake
				IT Billings to Edgewater
				IT Billings to Lakeshore
				IT Billings to Mad River
				IT Billings to Mansfield
				IT Billings to Perry
				IT Billings to Richland
				IT Billings to Sammis
				IT Billings to Seneca
				IT Billings to Sumpter Peak
				IT Billings to West Lorain
				IT Billings to GENCO - 1101 NO A&G
				IT Billings to Yard's Creek
				I/T Infrstrectre NOS/SoftwareDistribution
				I/T Infrastructure Network Engineering
				Network Services-Voice (All Customers)
				Network Services-Data (All Customers)
				Network Services-EMS (All

				Customers)
				IT Network Engineering & Operations - OH
				IT Network Engineering & Operations - PA
				IT Network Engineering & Operations - NJ
				IT Network Engineering & Operations - WV
				IT Network Engineering & Operations - MD
				Operational Technologies Networks - OH
				Operational Technologies Networks - PA
				I/T Infrastructure Disaster Recovery
				I/T Infrastructure Data Center Operations
				IT Systems Operations - OH
				I/T Infrastructure Tech Security Oper
				I/T Infrastructure COE OH
				I/T Infrastructure COE PA
				I/T Infrastructure COE NJ
				Network Svcs-Transport (All Customers)
				Network Services-Radio (All Customers)
				Regional Comm Network Services
				IT Regional Communications - OH
				IT Regional Communications - PA
				IT Regional Communications - NJ
				IT Regional Communications - MD
				IT Regional Communications - WV
				IT End User Computing - OH
				IT End User Computing - PA

				I/T Unreg Comm Systems OH
				I/T Unreg Comm Systems PA
			Application Development Ratio	Reliability Standards - OH
				Reliability Standards - PA
				I/T Real Time Systems (RTS) - OH
				IT EMS Operations OH
				IT EMS Operations PA
				IT EMS Operations WV
				I/T Real Time Systems (RTS)-RTO Ops
				IT RTO Ops Support OH
				IT RTO Ops Suppt PA
				IT RTO Ops Support NJ
				IT RTO Ops Support WV
				I/T BUS Corp Support Svcs OH
				I/T BUS Corp Support Services PA
				I/T HR Systems OH
				I/T HR Systems PA
				I/T Enterprise Solutions OH
				I/T Enterprise Solutions PA
				I/T Strategic Services - Ohio
				I/T Strategic Services - PA
				I/T SC/Corp Systems OH
				I/T SC/Corp Systems PA
				IT Architects - OH
				IT Architects - PA
				IT Web & Portal - OH
				IT Web & Portal - PA
				I/T Tools Support
			Gigabytes Used Ratio	I/T Infrastructure Unix Server Supp DBA

			Number of Participating Employees - General	Talent Management Project
			Multiple Factor - All	IT EBP B2B Credit Card Purch-NoPostings
				Corp EBP B2B Cr Card Purch-No Postings
				FERoot Org EBP Cr Card Purch-No Postings
				IT Work for Service Company SC00-No A&G
				IT Work for Service Company SC00
				Workforce Development
			Multiple Factor - Non-Utility	IT Billings to Unregulated
			Multiple Factor - Utility & Non-Utility	IT Billings to Fossil Generation NO A&G
				IT Billings to Fossil Generation A&G
				Convenience Copiers
				Fax Machines
				Pagers and Cell Phones
				Printer Maintenance
				IT Cyber Security Operations-OH
				I/T BUS FirstEnergy Solutions OH
				I/T BUS FirstEnergy Solutions PA
				I/T Retail Systems OH
				I/T Retail Systems PA
			Number of Intel Servers	I/T Infrstrctre Intel Server Support
			Server Support Composite	I/T Infrstrctre Storage Supp-Client Srvr
				IT Systems-OH
				IT Systems-PA
				IT Systems-NJ
			Number of Computer Workstations Ratio	I/T Infrastructure Desktop Support
				I/T Infrastructure Help Desk
				I/T Infrastructure Client R&D

	Used for Interest / Pension / OPEB / COLI / Labor Loadings	Special Items - HR/Corporate/Shared Service		I/T Infrastructure Notes Support
				I/T Infrstr COE Fairmont WV
				I/T Infrstr COE Williamsport MD
			Direct Charge Ratio	Benefit Financing Costs-Gen Fleet Suppor
				1200-WKCOMPDISAB VENDOR CC
				1101-WKCOMPDISAB VENDOR CC
				1100-WKCOMPDISAB VENDOR CC
				HREmpBenefits/Special Items-GenFleet-O&M
				HREmpBenefits/Special Items-BetaLab-O&M
			Number of Participating Employees - General	Benefit Financing Costs - SC00
				Extended Sick Pay Administration - SC00
				HR Empl Benefits/Special Items - SC00
				Incentive Comp - SC00
				Talent Mgt Project HC
				Benefit Financing Costs-Beta Lab
				Payroll Taxes - SC00
				Payroll Accrual-FE Service Co
				Merger Costs
			Multiple Factor - All	Corporate Initiatives
				Misc Revenues - FE Service Comp (SC00)
				Accounting Transfers & Adjustments-SC00
				General Ledger Accounts - SC00
				Corp Spc Items - MA1 w A&G
				Special Items General Accounting - SC00
			Multiple Factor - Utility &	FE Service Co - Other Elec Revenues

			Non-Utility	Special Items Property Accounting - SC00
				Special Items PropertyAcctg-Legal

Exhibit B

Separation Agreement

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") is made as of September [___], 2018, by and among: (1) the Debtors;¹ (2) FE Corp.; (3) FESC and (4) OE (the "Parties").

RECITALS

WHEREAS, on the Petition Date, each of the Debtors commenced voluntary chapter 11 cases under the Bankruptcy Code in the Bankruptcy Court, and such cases have been consolidated for procedural purposes under the caption *In re FirstEnergy Solutions Corp., et al.*, Case No. 18-50757 (Bankr. N.D. Ohio) (the "Bankruptcy Cases");

WHEREAS, on August 26, 2018 the Debtors, the FE Non-Debtor Parties, the Ad Hoc Noteholders Group, the Bruce Mansfield Certificateholders Group and the Committee entered into a Settlement Agreement (the "Settlement Agreement"); and

WHEREAS, pursuant to the terms of the Settlement Agreement, the Parties agreed to enter into an agreement regarding the separation of the Debtors' businesses from those of the FE Non-Debtor Parties, and, accordingly, have negotiated this Agreement with respect to such business separation on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby consent and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 General. As used in this Agreement, the following capitalized terms shall have the following meanings:

"Ad Hoc Noteholders Group" has the meaning ascribed to such term in the Settlement Agreement.

"Adversarial Proceeding" means any litigation, arbitration, court proceeding, or other legal action.

"Affiliate" means, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For the purposes of this definition, "control", when used with respect to any specified Person, shall mean the possession, directly or indirectly, of the power to direct the management and policies of such Person, through the ownership of voting securities or other interests.

¹ Capitalized terms used herein shall have the meanings given to them in Section 1.1 of this Agreement, the Settlement Agreement (to the extent specified herein) or, if undefined in Section 1.1 of this Agreement or the Settlement Agreement, the Bankruptcy Code.

"Amended SSA" means that certain Amended and Restated Services Agreement, executed contemporaneously herewith, among the Debtors and FESC.

"Approvals and Notifications" means any consents, waivers, approvals or Permits to be obtained from, notices, registrations or reports to be submitted to, or other filings to be made with, any third Person, including any Governmental Entity.

"ATSI" means American Transmission Systems, Inc.

"ATSI Ground Lease" means that certain Ground Lease, dated February 1, 2013, between FG as lessor and ATSI as lessee.

"Bankruptcy Code" means title 11 of the United States Code, as applicable to the Bankruptcy Cases.

"Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Ohio.

"Bruce Mansfield Certificateholders Group" has the meaning ascribed to such term in the Settlement Agreement.

"Business Separation Committee" means a committee comprised of three representatives of the Debtors and three representatives of the FE Corp. Parties, which, for the avoidance of doubt, may include advisors to the applicable Parties.

"Committee" means the Official Committee of Unsecured Creditors appointed in the Bankruptcy Cases on April 11, 2018, as it may be constituted from time to time.

"Confidentiality Agreement" means that certain Confidentiality Agreement between FE Corp., FES and FENOC dated April 18, 2018.

"Debtors" means, collectively, FES, each of its direct and indirect debtor subsidiaries and FENOC.

"Eastlake Facility" means that certain closed facility located at 10 Erie Rd, Eastlake, OH 44095.

"FE Corp." means FirstEnergy Corp., an FE Non-Debtor Party and the ultimate parent of each of the Debtors.

"FE Corp. Parties" means collectively, FE Corp., FESC and OE.

"FENOC" means FirstEnergy Nuclear Operating Company, a Debtor.

"FE Non-Debtor Entities" means, collectively, the Debtors' non-Debtor Affiliates, including FE Corp.

"FES" means FirstEnergy Solutions Corp., a Debtor.

"FESC" means FirstEnergy Service Company, an FE Corp. Party.

"FG" means FirstEnergy Generation, LLC, a Debtor.

"Governmental Entity" means any nation or government, any state, municipality, or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau, or court, whether domestic, foreign, or multinational, exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government and any official thereof.

"Hollow Rock" means that certain residual waste landfill plant located in Stratton, Ohio that services the W.H. Sammis Facility.

"Information" means information, whether or not patentable or copyrightable, in written, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other software, marketing plans, customer names, and other technical, financial, employee or business information or data.

"IT Separation Agreement" means that certain maintenance agreement to be entered into among FESC and the Debtors pursuant to Section 2.4.

"Law" means any federal, state, local or foreign law, statute or ordinance, common law or any rule, regulation, legally binding standard, judgment, order, writ, injunction, decree, arbitration award, agency requirement or license of any Governmental Entity.

"Maintenance Agreement" means that certain maintenance agreement to be entered into among FESC and the Debtors pursuant to Section 2.1.

"Mutual Assistance Agreement" means that certain Revised Amended and Restated Mutual Assistance Agreement, dated January 31, 2017, among certain of the Debtors and certain of the FE Non-Debtor Entities.

"North Park Facility" means that certain coal ash impoundment that serves, among others, the Eastlake Facility.

"North Park Permit" means that certain water permit necessary to operate the North Park Facility.

"OE" means Ohio Edison Company, an FE Corp. Party.

"Party" or "Parties" means the signatories to this Agreement.

"Permits" means all licenses, permits, certificates of authority, authorizations, approvals, registrations, franchises and similar consents and orders issued or granted by a Governmental Entity.

"Person" means any natural person, firm, individual, corporation, business trust, joint venture, association, company, limited liability company, partnership, or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

"Petition Date" means March 31, 2018.

"Plan Effective Date" has the meaning ascribed to such term in the Settlement Agreement.

"Reorganized Debtors" means the Debtors on and after the Plan Effective Date.

"Requesting Party" means any Party making a request pursuant to Article IV of this Agreement.

"Supporting Parties" has the meaning ascribed to such term in the Settlement Agreement.

"Disclosing Party" means any Party who receives a request pursuant to Article IV of this Agreement.

"W.H. Sammis Facility" means that certain 2,210 megawatt power plant located in Stratton, Ohio currently owned by FG.

Section 1.2 Interpretation.

(a) References. References to any "Appendix," "Article," "Exhibit," "Schedule," or "Section," without more, are to Appendices, Articles, Exhibits, Schedules, and Sections to or of this Agreement.

(b) Headings. The section headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement.

(c) Word Usage. Except where the context clearly requires to the contrary, (i) instances of gender or entity-specific usage (e.g., "his," "her," "its," or "individual") shall not be interpreted to preclude the application of any provision of this Agreement to any individual or entity; (ii) words in the singular shall include the plural and words in the plural shall include the singular; (iii) the word "or" shall not be applied in its exclusive sense; (iv) "including" shall mean "including, without limitation," and "including, but not limited to"; and (v) accounting terms not defined shall have the meanings assigned to them in accordance with the United States' generally accepted accounting principles.

(d) Law. Unless otherwise provided herein, references to Laws means such Laws as in effect at the time of determination (taking into account any amendments, extensions, or supplements thereof effective at such time without regard to whether the amendments, extensions, or supplements were enacted or adopted after the date of this Agreement) and includes all successor Laws.

(e) Currency. References to "\$," "cash," or "dollars" means the lawful currency of the United States.

(f) Jurisdiction. The word "federal" refers to laws, agencies, or other attributes of the United States (and not to any State or locality thereof). The meaning of the terms "domestic" and "foreign" shall be determined by reference to the United States.

(g) Dates and Time. References to "days" means calendars days. All dates and times specified in this Agreement are of the essence and shall be strictly enforced.

ARTICLE II

BUSINESS SEPARATION

Section 2.1 Maintenance Agreement. On Plan Effective Date, certain of the FE Non-Debtor Entities and the Debtors shall enter into the Maintenance Agreement, pursuant to which the FE Non-Debtor Entities will agree to provide the Debtors with those services, which are currently provided to the Debtors pursuant to the Mutual Assistance Agreement, that the Debtors determine are necessary to maintain the plant substations owned by the Debtors as of the date of this Agreement. The Maintenance Agreement shall contain customary terms and conditions for agreements of its type.

Section 2.2 Transfer of Certain Assets.

(a) FE Corp. hereby agrees to cause one of the FE Non-Debtor Entities, to: (i) assume the leasehold interests and permitting requirements with the State of Ohio with respect to the ATSI breakwater project at the Eastlake Facility on the Plan Effective Date, (ii) purchase all real estate associated with the ATSI Ground Lease on terms to be agreed upon by the Parties (including the purchase price, which will reflect assumed liabilities) provided, however, that the specific identity of the FE Non-Debtor Entity who will assume such leasehold interests and permitting requirements, and purchase such real estate, shall be determined solely by the FE Non-Debtor Parties and (iii) purchase real estate owned by FG located at the Eastlake Facility that is not included in clauses (i) and (ii) on terms to be agreed upon by the Parties (including the purchase price, which will reflect assumed liabilities) and assume the submerged land lease with the State of Ohio with respect to the Eastlake Facility, in each case on or prior to the Plan Effective Date. The Parties hereby agree that the assumption of such interests and requirements and the purchase of such real estate will be subject to the receipt of any Approvals and Notices required in connection therewith. Prior to the submission of any documentation with a Governmental Entity with respect to any Approvals and Notices relating to the assumption of interests and requirements and purchase of real estate contemplated by this Section 2.2(a), FE Corp. will designate (in its sole discretion) the identity of the FE Non-Debtor Entity that will assume such interests and requirements and purchase such real estate (as applicable).

(b) On the Plan Effective Date, one of the FE Non-Debtor Entities will transfer to FG all properties at Hollow Rock related to the W.H. Sammis Facility that are currently in the name of or owned by OE that are required to operate and maintain the W.H. Sammis Facility in the ordinary course of business, provided, that, FG shall provide to one of the FE Non-Debtor Entities with any transmission easements at Hollow Rock needed by such FE Non-Debtor Entity to operate its businesses in the ordinary course (such easements to be subject to customary limitations and reasonably acceptable to each of FG and such FE Non-Debtor

Entity). The Parties hereby agree that transfer of such properties will be subject to the receipt of any required Approvals and Notices in connection therewith.

(c) If permitted by applicable Law and subject to receipt of any Approvals and Notices required in connection therewith, on the Plan Effective Date, FG will transfer the North Park Permit to OE.

(d) From time to time after the date of this Agreement and upon the request of FE Corp. or the Debtors, the FE Non-Debtor Entities and the Debtors shall enter into good-faith negotiations on the terms and conditions of leases, easements, rights of way or other property rights for any properties necessary for the FE Non-Debtor Entities, the Debtors or Reorganized Debtors, as applicable, to continue to conduct their operations in the ordinary course of business. The terms and conditions of any such lease, easement, right of way or other right shall be as mutually agreed upon by the FE Non-Debtor Entities and the Debtors (each acting reasonably).

(e) FE Corp. will cause the FE Non-Debtor Entities to, upon the request of the Debtors, cooperate in good faith and document any other arrangements that the Debtors reasonably determine are necessary to conduct their operations on a standalone basis. The Parties hereby agree and acknowledge that all such cooperation shall be on a commercially reasonable basis, which may include the incurrence of unreimbursed de minimis expenses (or additional costs to the extent reimbursed by the Debtors) by the FE Non-Debtor Entities, and shall not require the FE Non-Debtor Entities to undertake any action that will cause an adverse effect on, or result in a loss of rights without adequate consideration to, the FE Non-Debtor Entities. The parties to such ancillary agreements will agree (each acting reasonably) upon mutually acceptable consideration for the foregoing, as applicable. The Debtors may enter into such ancillary agreements without further order of the Bankruptcy Court. The Debtors may consult with the Committee, the Supporting Parties, and their respective professionals regarding such consideration.

Section 2.3 Amended Separation Agreement. On the Plan Effective Date, the Parties (and any other applicable FE Non-Debtor Entity) shall enter into an amended and restated version of this Agreement, which shall implement the further separation of the Debtors and their businesses from the FE Non-Debtor Entities. The terms and conditions of such amended and restated agreement shall be: (a) mutually advisable and commercially reasonable in the Parties separate discretion and (b) approved by the Business Separation Committee.

Section 2.4 IT Separation Agreement. As soon as practicable after the date of this Agreement, and in no event any later November 16, 2018, FESC and the Debtors shall enter into the IT Separation Agreement, pursuant to which FESC will agree to provide the Debtors with information technology services necessary for the Debtors to operate their businesses on a standalone basis, including without limitation the services set forth on Exhibit A hereto. The IT Separation Agreement shall contain customary terms and conditions for agreements of its type.

ARTICLE III

BUSINESS SEPARATION COMMITTEE

Section 3.1 Business Separation Committee.

(a) As of the date of this Agreement, the Parties have established the Business Separation Committee. Each of the Debtors and the FE Corp. Parties shall inform the other Parties of their three (3) representatives appointed to the Business Separation Committee within five (5) business days of the effective date of this Agreement. The Debtors, on the one hand, and the FE Corp. Parties, on the other hand, shall have the right to remove and replace representatives on the Business Separation Committee appointed by them at any time and for any reason.

(b) The duties and responsibilities of the Business Separation Committee shall be as follows:

(i) determining, reviewing and addressing issues that arise related to the further separation of the Debtors and their operations from the FE Non-Debtor Parties;

(ii) determining, reviewing and addressing any issues related to the terms and conditions of leases, easements, rights of way, or other property rights for any properties necessary for the Debtors, the Reorganized Debtors or the FE Non-Debtor Entities, as applicable, to continue to conduct their operations in the ordinary course of business;

(iii) managing and responding to any requests for Information from the Debtors in connection with the Debtors' planning activities to operate their businesses on a standalone basis pursuant to the terms of Article IV hereof;

(iv) implementing the further separation of the Debtors and their businesses from the FE Non-Debtor Entities;

(c) The Business Separation Committee shall have the authority to (i) establish one or more subcommittees from time to time as it deems appropriate, with each such subcommittee comprised of one or more members of the Business Separation Committee or one or more employees or representatives of the Debtors and the FE Corp. Parties, with each such subcommittee having such scope of responsibility as may be determined by the Business Separation Committee from time to time; *provided*, that any such subcommittee shall comprise an equal number of representatives from the Debtors, on one hand, and the FE Corp. Parties, on the other hand; (ii) delegate to any such subcommittee any of the powers of the Business Separation Committee; (iii) combine, modify the scope of responsibility of, and disband any such subcommittees; and (iv) modify or reverse any such delegations. The Business Separation Committee shall establish general procedures for managing the responsibilities delegated to it under this Section 3.1, and may modify such procedures from time to time. All decisions by the Business Separation Committee or any subcommittee thereof shall be effective only if agreed to be a majority of the members of the Business Separation Committee (or the applicable

subcommittee) present at any meeting thereof and such majority must in all cases include at least one representative appointed by each of the Debtors and the FE Corp. Parties.

(d) The members of the Business Separation Committee shall work in good faith to effectuate the further separation of the Debtors and their back office operations from the FE Non-Debtor Parties.

(e) The Debtors shall consult with the advisors to the Committee and the Supporting Parties with respect to the matters addressed by the Business Separation Committee or any subcommittee thereof.

ARTICLE IV

REQUESTS FOR INFORMATION

Section 4.1 Agreement for Exchange of Information. After the date of this Agreement and until five (5) years after the termination of the Amended SSA, each Party agrees to provide, or to cause any Person that is controlled by the Party, as applicable, to provide to a Requesting Party, as soon as reasonably practicable after written request therefor, any Information regarding the Requesting Party and their assets, liabilities and operations which is in the possession or under the control of the Disclosing Party and which the Requesting Party reasonably requests; provided, however, that in the event that the Disclosing Party determines that any the provision of any such Information would reasonably be expected to violate any Law, regulatory obligation, or agreement, waive any attorney-client privilege, or include confidential information (unless such information is subject to a non-disclosure agreement in form acceptable to the FE Non-Debtor Entities and the Debtors), the Disclosing Party shall not be required to provide any such Information; provided, further, that the Disclosing Party shall use commercially reasonable efforts to cooperate with reasonable requests that would enable such otherwise not-required disclosures to the Requesting Party to occur without contravening any such Law, regulatory obligation, or agreement, jeopardizing privilege, or disclosing material non-public information, provided, further, that, to the extent permitted by applicable Law, the Disclosing Party provides notice to the Requesting Party that Information is being withheld pursuant to this proviso and the Parties shall use their respective commercially reasonable efforts to find a mutually agreeable solution to any such legal and/or privilege concerns, including, if applicable, by providing any privileged Information pursuant to a joint defense agreement to be mutually agreed and executed between the applicable Parties. To the extent the Requesting Party and the Disclosing Party are unable to reach a mutually agreeable solution, the Parties reserve the right to seek to obtain such Information pursuant to discovery or other similar process in any Adversarial Proceeding. The Parties shall only be obligated to provide Information requested by another Party pursuant to this Section 4.1 in the form, condition and format in which it then exists.

Section 4.2 Ownership of Information. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any Information requested or provided pursuant to Section 4.1, and all rights to such Information remain as they exist on the date of this Agreement.

Section 4.3 Compensation for Providing and Maintaining Information.

(a) The Parties agree that the storage, creation, gathering, copying and transmission of Information may result in the incurrence of de minimis costs and expenses. Such de minimis costs and expenses shall not be reimbursed to the Disclosing Party by the Requesting Party.

(b) The Parties agree that if the Disclosing Party reasonably believes that the creation, gathering, copying and transmission of Information may result in the incurrence of greater than de minimis costs and expenses, the Disclosing Party shall provide the Requesting Party of notice of the good-faith estimate of such costs and expenses. The Requesting Party may then choose to agree to reimburse the Disclosing Party for the costs and expenses incurred in the creation, gathering, copying and transmission of Information or may cancel the request for Information made pursuant to Section 4.1.

(c) The Parties agree that if the Debtors either terminate the Amended SSA, or chose to no longer receive the Services (as defined in the SSA) related to the storage of Information, the FE Non-Debtor Entities shall charge, pursuant to this Section 4.3(c), the Debtors for the actual cost of storing such Information until the date that is five (5) years after the termination of the Amended SSA.

Section 4.4 Record Retention. To facilitate the possible provision of Information pursuant to this Article IV, the Parties agree to use their commercially reasonable efforts to retain all Information regarding the other Parties and their assets, liabilities and operations in their possession or control (including the possession and control of Affiliates) in accordance with their policies and ordinary course practices in effect on the date of this Agreement, or such other policies or practices as may be reasonably adopted after the date of this Agreement that are substantially consistent with the policies as in effect on the date of this Agreement, until the date that is five (5) years after the termination of the Amended SSA, in accordance with Section 4.1.

Section 4.5 Limitations of Liability.

(a) The Parties shall not have any liability to each other in the event that any Information provided pursuant to this Agreement is found to be inaccurate in the absence of bad faith or willful misconduct by a Disclosing Party providing such information.

(b) The FE Non-Debtor Entities shall have no liability to the Debtors in the event any Information is destroyed while in the possession of a third-party contractor retained to store such Information, provided, that, the FE Non-Debtor Entities have used commercially reasonable efforts to ensure that Information required to be retained by the FE Non-Debtor Entities under this Agreement is not destroyed by a third-party contractor.

Section 4.6 Production of Witnesses; Records; Cooperation.

(a) After the date of this Agreement, except in the case of an Adversarial Proceeding between any Debtor and any FE Non-Debtor Party, each Party shall use commercially reasonable efforts to make available to the other Parties, upon written request, the former, current and future directors, officers, employees, other personnel and agents as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available without unreasonable burden, to the extent that any such person (giving consideration to business

demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any proceeding in which the Requesting Party (or its Affiliates) may from time to time be involved. The Requesting Party shall bear all costs and expenses in connection therewith.

(b) Without limiting the foregoing, the Parties shall cooperate and consult to the extent reasonably necessary with respect to any proceedings (except in the case of an Adversarial Proceeding between any Debtor and any FE Non-Debtor Party).

Section 4.7 Confidentiality. The Parties hereby agree and acknowledge that the Confidentiality Agreement remains in full force and effect and covenants to keep confidential in accordance with the provisions of the Confidentiality Agreement any Information disclosed between the Parties pursuant to this Agreement.

Section 4.8 Protective Arrangements. In the event that a Debtor or FE Non-Debtor Entity either determines on the advice of its counsel that it is required to disclose any Information pursuant to applicable Law or receives any request or demand under lawful process or from any Governmental Entity to disclose or provide information of a Debtor or FE Non-Debtor Party, as applicable, that is subject to the confidentiality provisions hereof, such Party shall notify the other Parties (to the extent legally permitted) as promptly as practicable under the circumstances prior to disclosing or providing such Information and shall cooperate, at the expense of the other Party, in seeking any appropriate protective order requested by the other Party. In the event that such other Party fails to receive such appropriate protective order in a timely manner and the Party receiving the request or demand reasonably determines that its failure to disclose or provide such information shall actually prejudice the Party receiving the request or demand, then the Party that received such request or demand may thereafter disclose or provide information to the extent required by such Law (as so advised by its counsel) or by lawful process or such Governmental Entity, and the disclosing Party shall promptly provide the other Party with a copy of the information so disclosed, in the same form and format so disclosed, together with a list of all Persons to whom such information was disclosed, in each case to the extent legally permitted.

ARTICLE V

EFFORTS; FURTHER ASSURANCES

Section 5.1 Efforts. In addition to the actions specifically provided for elsewhere in this Agreement, each of the Parties shall use its reasonable best efforts, on and after the date of this Agreement, to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable Laws and agreements (including obtaining any required Approvals and Notices) to consummate and make effective the transactions contemplated by this Agreement.

Section 5.2 Further Assurances. Each Party shall, at its own expense and upon the reasonable request of another Party, duly execute and deliver, or cause to be duly executed and delivered, to such Party such further instruments and do and cause to be done such further acts as many be necessary or proper in the reasonable opinion of the requesting Party to carry out the provisions of this Agreement; provided, that, the FE Corp. Parties acknowledge that such actions

by a Debtor may require prior approval of the Bankruptcy Court. To the extent the Debtors, Reorganized Debtors, or the FE Corp. Parties divest any Affiliate such that the relevant entity no longer falls within the definition of "Affiliate" in this Agreement, the Debtors, the Reorganized Debtors, or the FE Corp. Parties, as appropriate, shall require such Affiliate to separately execute this Agreement prior to any such divestiture so that such Affiliate shall remain bound by the terms of this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations and Warranties of the Debtors.

(a) The Debtors are duly organized, validly existing, and in good standing under the laws of their jurisdictions of formation.

(b) Subject to Bankruptcy Court approval, the Debtors possess all requisite power and authority necessary to carry out the transactions contemplated by this Agreement.

(c) Subject to Bankruptcy Court approval, FES possesses all requisite power and authority necessary to (i) bind itself and each of its subsidiary Debtors to the terms of this Agreement and (ii) enter into this Agreement on behalf of itself and each of its subsidiary Debtors.

(d) Subject to Bankruptcy Court approval, FENOC possesses all requisite power and authority necessary to (i) bind itself to the terms of this Agreement and (ii) enter into this Agreement on behalf of itself.

(e) Subject to Bankruptcy Court approval, this Agreement, when executed and delivered by the Debtors in accordance with the terms hereof, shall constitute a valid and binding obligation of the Debtors, enforceable in accordance with its terms.

(f) The execution, delivery, and performance by the Debtors of this Agreement, and the fulfillment of and compliance with the respective terms hereof by the Debtors, do not and shall not (i) conflict with or result in a breach of the terms, conditions, or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice, or both), (iii) give any third party the right to modify, terminate, or accelerate any obligation under, (iv) result in a violation of, or (v) require any authorization, consent, approval, exemption, or other action by or notice or declaration to, or filing with, any Governmental Entity (other than such authorization, consent, approval, exemption, or other action the failure to obtain, satisfy, or comply with, as the case may be, which will not affect the validity or enforceability of the Agreement or have a material adverse effect on the Debtors' ability to perform their obligations under this Agreement or the receipt of the Approvals and Notices required in connection with the transfers contemplated by Section 2.2 hereof) pursuant to (A) the organizational documents of the Debtors, (B) any law to which the Debtors are subject, or (C) any material agreement, instrument, order, judgment, or decree to which the Debtors are subject.

Section 6.2 Representations and Warranties of the FE Corp. Parties.

- (a) FE Corp., FESC, and OE are duly organized, validly existing, and in good standing under the laws of their jurisdictions of formation.
- (b) FE Corp. possesses all requisite power and authority necessary to carry out the transactions contemplated by this Agreement on behalf of itself and its direct and indirect non-Debtor subsidiaries.
- (c) FE Corp. possesses all requisite power and authority necessary to (i) bind each of the FE Corp. Parties to the terms of this Agreement and (ii) enter into this Agreement on behalf of the FE Corp. Parties.
- (d) This Agreement, when executed and delivered by FE Corp. in accordance with the terms hereof, shall constitute a valid and binding obligation of the FE Corp. Parties, enforceable in accordance with its terms.
- (e) The execution, delivery and performance by FE Corp. of this Agreement, and the fulfillment of and compliance with the respective terms hereof by the FE Corp. Parties, do not and shall not (i) conflict with or result in a breach of the terms, conditions, or provisions of, (ii) constitute a default under (whether with or without the passage of time, the giving of notice, or both), (iii) give any third party the right to modify, terminate, or accelerate any obligation under, (iv) result in a violation of or (v) require any authorization, consent, approval, exemption, or other action by or notice or declaration to, or filing with, any Governmental Entity (other than such authorization, consent, approval, exemption, or other action the failure to obtain, satisfy, or comply with, as the case may be, which will not affect the validity or enforceability of the Agreement or have a material adverse effect on the FE Non-Debtor Parties' ability to perform their obligations under this Agreement or the receipt of the Approvals and Notices required in connection with the transfers contemplated by Section 2.2 hereof) pursuant to (A) the organizational documents of the FE Corp. Parties, (B) any law to which the FE Corp. Parties are subject, or (C) any material agreement, instrument, order, judgment, or decree to which the FE Corp. Parties are subject.

ARTICLE VII

TERMINATION

Section 7.1 Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by written consent of all of the Parties. This Agreement shall automatically terminate without any further action of the Parties upon any termination of the Settlement Agreement other than (a) a termination of the Settlement Agreement solely as to the Bruce Mansfield Certificateholders pursuant to Section 11.5 of the Settlement Agreement or (b) a termination of the Settlement Agreement where the FE Non-Debtor Parties elect to complete all remaining performance under the Settlement Agreement pursuant to Section 11.6 of the Settlement Agreement, and in each such case this Agreement shall remain in full force and effect unless the Settlement Agreement is otherwise terminated in accordance with its terms.

ARTICLE VIII
MISCELLANEOUS

Section 8.1 Relationship of the Parties.

(a) The Parties agree that in performing their obligations hereunder, each shall be considered an independent party, and not the agent, servant, or employee of any other Party.

(b) Nothing contained in this Agreement shall be construed to constitute or create a joint venture, trust, partnership, fiduciary relationship, or other relationship among the Parties for any purpose (including without limitation for any tax purpose) whereby any Party would be liable for the acts and deeds of any other Party.

(c) Nothing contained in this Agreement shall create any third party beneficiary rights in any other Person.

Section 8.2 Fees and Expenses. Except as provided in Section 4.3 of this Agreement, the Parties shall each be responsible for their respective fees and expenses incurred in connection with the negotiation, execution, and implementation of this Agreement, except to the extent that the Debtors are required to pay such expenses under applicable bankruptcy Law. The Parties reserve all rights to seek attorneys' fees pursuant to the Federal Rules of Civil Procedure or applicable Law.

Section 8.3 Privilege. Notwithstanding the language of this Agreement, nothing herein shall be interpreted to require the Parties to waive or to have effectuated a waiver of any claim of attorney-client privilege, attorney work product, or other applicable privilege that may apply to any document or information.

Section 8.4 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of each of the Parties and each of their respective successors, assigns, heirs, executors, administrators, and representatives.

Section 8.5 Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of Ohio (or federal law, where applicable), without regard to its conflicts of laws principles that would require the law of another jurisdiction to be applied. For so long as the Bankruptcy Cases remain open, the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of, and related to disputes arising in connection with the interpretation, implementation, or enforcement of this Agreement. Each of the Parties irrevocably (a) submits and consents in advance to the exclusive jurisdiction of the Bankruptcy Court solely for the purposes described in the preceding sentence; and (b) waives any objection that such Party may have based upon lack of personal jurisdiction, improper venue, forum non conveniens, or the Bankruptcy Court's lack of subject matter jurisdiction. After the close of the Bankruptcy Cases, the United States District Court for the Northern District of Ohio shall have exclusive jurisdiction of all matters arising out of, and related to, disputes arising in connection with the interpretation, implementation, or enforcement of this Agreement, and each of the Parties irrevocably (a) submits and consents in advance to the exclusive jurisdiction of that court solely for the purposes described in this sentence; and (b) waives any objection that such Party may

have based upon lack of personal jurisdiction, improper venue, forum non conveniens, or that court's lack of subject matter jurisdiction.

Section 8.6 Entire Agreement. This Agreement, the exhibits and schedules hereto, together with the Settlement Agreement and the Confidentiality Agreement, constitute the complete and entire agreement among the Parties with respect to the matters contained in this Agreement, and supersede all prior agreements, negotiations, and discussions among the Parties with respect thereto.

Section 8.7 Non-Reliance. Each of the Parties acknowledges that, in entering into this Agreement, it is not relying upon any representations or warranties made by anyone other than those representations, warranties, terms and provisions expressly set forth in this Agreement, the exhibits and schedules hereto.

Section 8.8 Notices. Any notice required or desired to be served, given, or delivered under this Agreement shall be in writing, and shall be deemed to have been validly served, given, or delivered if provided by overnight delivery, personal delivery, or upon receipt of e-mail delivery, as follows:

(a) If to the Debtors: FirstEnergy Solutions Corp.
76 S Main Street
Akron, OH 44308
Attn: Donald Schneider
Attn: Rick Giannantonio
giannanr@firstenergycorp.com

with a copy to: Akin Gump Strauss Hauer & Feld LLP
Robert S. Strauss Building
1333 New Hampshire Avenue, NW
Washington, DC 20036-1564
Attn: Scott L. Alberino
Email: salberino@akingump.com

(b) If to the FE Non-Debtor Parties: FirstEnergy Corp.
76 S Main Street
Akron, OH 44308
Attn: Gary Benz
Attn: Robert Reffner
Email: rreffner@firstenergycorp.com

with a copy to: JONES DAY
901 Lakeside Avenue
Cleveland, OH 44114-1190
Attn: Heather Lennox
Email: hlennox@jonesday.com

Section 8.9 Specific Performance. Each Party acknowledges and agrees that the other Parties would be damaged irreparably if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the FE Corp. Parties or the Debtors, as applicable, will be entitled to obtain an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its terms and provisions in any action instituted in the Bankruptcy Court or any other court specified in Section 8.5 without the need to post a bond or other security, provided, however, that incidental, consequential, and punitive damages shall not be an available as damages to any Party.

Section 8.10 Amendment; Waiver. It is expressly understood and agreed that this Agreement, including without limitation the instant section, may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of each of the Parties, and the Parties further acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally supplemented, modified, or altered in any respect whatsoever. In addition, no failure on the part of any Party to this Agreement to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 8.11 Representation by Counsel. Each Party acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated herein. Accordingly, any rule of law or any legal decision that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived.

Section 8.12 Interpretation. This Agreement is the product of negotiations of the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof.

Section 8.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Delivery of an executed signature page of this Agreement by facsimile or other electronic means shall be as effective as delivery of a manually executed signature page of this Agreement.

[Remainder of page is intentionally blank]

IN WITNESS WHEREOF, the Signatories hereto have Executed this Agreement on the day and year listed below.

FirstEnergy Solutions Corp., on behalf of
itself and its direct and indirect
subsidiaries.

By: _____
Its:
Date:

**FirstEnergy Nuclear Operating
Company.**

Its:
Date:

FirstEnergy Corp.

By: _____
Its:
Date:

FirstEnergy Service Company

Its:
Date:

Ohio Edison Company

Its:
Date:

Exhibit A

IT Separation Agreement Terms

The FE Non-Debtor Entities and the Debtors will execute the IT Separation Agreement, to be negotiated by the Business Separation Committee and executed by November 16, 2018, which details the support and cooperation to be provided by the FE Non-Debtor Entities to the Debtors for the separation of, the preparation of, and the conversion to a new IT environment, whether owned and operated by the Debtors or by a third-party. The IT Separation Agreement will include, but not be limited to, provisions regarding:

- Assignment of key person(s) from FESC to lead the support efforts of FE Non-Debtor Entities related to the conversion to new IT systems
- Availability of relevant documentation regarding current systems; operations; applications; licenses; contracts; plans; assets owned or used by the Debtors; and historical master, transaction, and other data, provided, however, that the IT Separation Agreement will include typical carve-outs to protect confidential information and information that the FE Non-Debtor Parties are not permitted to share under applicable contract, law, or regulatory obligation.
- Reasonable cooperation with the Debtors' personnel, contractors, IT systems transition integrator, and third-party service providers involved in the IT conversion efforts, subject to acceptable non-disclosure agreements
- Reasonable cooperation to satisfy the FE Non-Debtor Parties' obligations under Section 2.2(d) of the Separation Agreement, including cooperation to resolve questions regarding ownership of IT assets, licensing of third-party software applications, and usage and replacement of network infrastructure
- Support for transfer of data, applications, and other necessary elements for the transition to new IT systems and discontinuation of reliance on IT services under the Amended SSA
- Responsibility of the Debtors to reimburse the FE Non-Debtor Entities for any costs incurred to support the IT Separation Agreement efforts which are not otherwise required to be paid under the Amended SSA